MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

LIBRARIANS GUILD, CSA #400

AND

SAN FRANCISCO PUBLIC LIBRARY

TABLE OF CONTENTS

SECTION		PAGE
1	PARTIES TO AGREEMENT	1
2	RECOGNITION	1
3	SCOPE OF AGREEMENT	1
4	DISCRIMINATION PROHIBITED	1
5	LIBRARY'S RESPONSIBILITY	1
6	INITIATION OF MEET AND CONFER	2
7	SHOP STEWARDS AND GUILD REPRESENTATIVES	2
8	ORAL BOARDS	2
9	NOTIFICATION OF NEW LIBRARIANS I, LIBRARIANS II, AND LIBRARIANS III	3
10	DEPARTMENTAL PERSONNEL FILES	3
11	DEPARTMENTAL PERSONNEL RULES	4
12	EVALUATION	4
13	RECLASSIFICATION	4
14	TRANSFER PROCEDURE	4-5-6
15	CONDUCT AND DISCIPLINE	6
16	EMERGENCY PROCEDURES	6
17	REBUTTAL TO REPRIMAND	6
18	PROFESSIONAL DEVELOPMENT	6
19	JOB SHARING	6
20	SUBSTITUTES	7
21	WORK SCHEDULES LESS THAN 40 HOURS A WEEK	7
22	LEAVES OF ABSENCE	7
23	LIBRARY COMMISSION MEETINGS	7
24	MINIMUM STAFFING	7-8
25	PARTICIPATION ON LIBRARY COMMITTEES	8
26	PREPARATION TIME	8
27	TIME OFF FOR VOTING	8
28	DELIVERY OF PAYCHECKS	8
29	CIVIL SERVICE RULES/SALARY STANDARDIZATION ORDINANCE	8-9
30	BULLETIN BOARDS AND OFFICIAL ANNOUNCEMENTS	9
31	STAFF LOUNGES	9
32	HEALTH AND SAFETY	9
33	COST ITEMS CONSIDERATION	9
34	MANDATORY PROVISIONS	9-10
35	GRIEVANCE PROCEDURE	10
36	REPRODUCTION AND DISTRIBUTION OF THE MEMORANDUM	10
37	SAVINGS CLAUSE	10
38	DURATION OF AGREEMENT	10

1. PARTIES TO AGREEMENT

This Memorandum of Understanding is made and entered into between the San Francisco Public Library (hereinafter referred to as "Library") and the Librarians' Guild of the Civil Service Association, Local 400 SEIU, AFL-CIO (hereinafter referred to as the "Guild").

2. RECOGNITION

The Library acknowledges that the Guild has been certified by the Municipal Employee Relations Panel as the recognized employee representative, pursuant to the provisions as set forth in the City"s Employee Relations Ordinance. The MOU shall apply to librarians working in the classifications 3630, 3632, 3634, and any other classifications added to the bargaining unit by the City (Employee Relations Divisons or the Civil Service Commission), and also any classifications already in the bargaining unit which may be employed by the Library during the term of this agreement.

3. SCOPE OF AGREEMENT

It is the intent and understanding of both the Library and the Guild that the scope of this MOU is confined to only those matters which are solely within the discretion of the Library. The Library does not intend nor attempt to bind any Board, Commission or Officer over which the Library has no jurisdiction to any provisions of this agreement. Provisions of the MOU which are in conflict with personnel policies and other directives and rules over which the Library does have jurisdiction to act shall prevail.

The Library and the Guild agree that each party enjoyed unlimited opportunity to submit proposals pursuant to applicable statutes and regulations and each agrees that the other shall not be required to meet and confer further during the effective dates of this MOU, except as specifically provided for elsewhere in this agreement.

4. DISCRIMINATION PROHIBITED

The Library and the Guild agree that no person employed or applying for employment shall in any way be discriminated against because of race, religion, sex, national origin, ethnicity, age physical handicap. political affiliation, or sexual orientation, in accordance with rule 1.03 of the Civil Service Commission; nor shall any person be denied equal access to work assignments for any of the above discriminatory reasons provided he/she has the ability to do the job.

5. LIBRARY"S RESPONSIBILITY

The Guild recognizes that the Library has authority for the administation of the Library, including the establishment of work rules and regulations not inconsistent with the terms of this agreement.

In the exercise of this authority, the Library may adopt such rules and regulations as it deems necessary and, as they apply to employees represented by the Guild, these rules and regulations shall be limited only by the specific terms of this agreement.

6. INITIATION OF MEET AND CONFER

The Guild agrees to submit to the Library, no later than three (3) months before the expiration of this Memorandum of Understanding, its request for changes in the provisions of the Memorandum of Understanding.

7. SHOP STEWARDS AND GUILD REPRESENTATIVES

A. The Guild shall furnish the Library with a list of shop stewards in various work locations and on various work shifts and may make such amendments to this list as may be necessary.

The Guild and the Library agree that it is the responsibility of shop stewards to attempt to resolve grievances at the lowest possible level.

No employee or steward shall leave his work site to attend grievance procedures or to participate in other union business without the specific approval of his supervisor. At least 24 hours advance notice of such absence shall be furnished the supervisor except in the case of an extreme emergency, in which event, if in the judgment of the supervisor approval cannot be granted immediately to the shop steward to present a grievance during on-duty time, such approval shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission

B. Employee organization business representatives of the Guild shall have the right to access at reasonable times to employee work areas for the processing of grievances after prior notification of the appropriate Chief or Coordinator. The processing of a grievance may take place during the employee's working time, but shall not disrupt library services to the public. Employee organization business representatives of the Guild shall also be provided access at reasonable times to employee work areas to conduct union business, after receiving prior permission from one appropriate Chief or Coordinator.

C. Upon timely application by the Guild, one steward shall be permitted up to one hour of on-duty time per month to orient new employees on matters concerning employee rights under the provisions of applicable MOU's, and on other matters relating to their working conditions.

In the absence of the appropriate Chief or Coordinator, the work site supervisor shall be deemed to be acting in that capacity.

8. ORAL BOARDS

The Library agrees to recommend to the Civil Service Commission that:

a) The oral boards for Librarian I shall include Librarians II and III from the staff of the San Francisco Public Library and;

b) Promotional oral boards shall consist of professional librarians whose work includes recent supervision of the promotional level, and promotional oral boards shall include no San Francisco Public Library staff or their relations.

9. NOTIFICATION OF NEW LIBRARIANS I, LIBRARIANS II AND LIBRARIANS III

The Library shall supply the Guild with a list of new employees by sending one copy of the Personnel Department Notes to the President of the Guild. These notes will contain the names, classifications, and worksites, and whether CETA or City-funded, of each new Librarian I, Librarian II and Librarian III. The Library shall supply the Guild with a list of resignations, retirements, transfers and promotions on a weekly basis in the Personnel Department Notes. The reason there is no cost to the Guild for this notification is that the Personnel Department Notes is published routinely by the Library.

10. DEPARTMENTAL PERSONNEL FILES

There shall be only one personnel file kept on an employee. That file is to be kept in the Personnel Department. Employees shall have the right to review their personnel file at any time in the Personnel Office. A representative, chosen by the employee, may at the employee's request, accompany the employee in this review, or the employee may give written permission to another person to review the file.

No new material shall be added to an employee's personnel file without prior notice to the employee and a copy given to him/her except for the following documents:

Attendance Records
Letters from and signed by the employee such as assignment requests, Certification papers, Appointment papers
History Cards
School Records, College Diploma, Transcripts, Registration Forms, Certificates of Completion
Payroll Deductions signed by employee and Correction Notices
Retirement Contribution Notice (form)
Letters of Introduction to Department Head (copy is given employee at time of hiring)
Change of name and address forms signed by employee
Request forms for: Leave, Transfer, Vacation, etc... signed by employee
Verification of previous employment
Notice of action by Civil Service Commission. These forms indicate employee has been notified
Reports of Industrial Injury

All material in the file must be signed and dated by the author or person placing it in the file. The employee shall have the opportunity to sign, date, and attach a response to all material in the official personnel file related to the employee's performance.

An employee's signature on any piece of material shall indicate that he/she has read the material and has received a copy to it. The employee may, after one year or more, request the City Librarian to review and remove any derogatory material from his/her file.

11. DEPARTMENTAL PERSONNEL RULES

The Library has the right to establish reasonable personnel rules for the classes covered by this agreement.

The Library shall submit to the Guild a compilation of all Departmental personnel rules and procedures within sixty (60) calendar days of ratification of this agreement. If the Guild does not respond within thirty (30) calendar days from the date of receipt of such written information, the Library shall assume that the Guild does not wish to meet and confer on the rules and procedures.

The Guild shall be given written prior notice of the intent to modify or establish personnel rules and shall be afforded a 10-working day period for opportunity to meet and confer on the effect of any future modification of these rules. If the Guild notifies the Library in writing of its desire to meet and confer on the effect of personnel rule(s) modification (s), the personnel rule(s) shall not be implemented until after the meeting and conferring process has been initiated. The meet and confer process shall be initiated within 10 working days of written notification from the Guild. At the end of this latter 10-day period the Library may implement such rules even though the meet and confer process has not been completed. The rules shall be distributed to each employee and made readily accessible by the Library in every department and branch.

12. EVALUATION

Any change in departmental evaluation procedures and forms in the Library shall be subject to the meet and confer process. Such changes shall be conspicuously posted and distributed to each employee.

13. RECLASSIFICATION

The Library and the Guild agree to meet and discuss proposals by either party for reclassification, establishment of new classes, or abolishing obsolete classes covered by this agreement. Library agrees to recommend to the Civil Service Commission the establishment of the class Librarian IV.

14. TRANSFER PROCEDURE

All librarian job vacancies to be filled shall be announced in the Library's Personnel Notes. Any Librarian meeting Civil Service requirements may apply for any given position and the procedures set forth herein will be followed in announcing positions, in selecting applicants, in involving immediate supervisors, and in maintaining personnel files. A staffing table depicting the current distribution of positions in the Library shall be displayed in the Personnel Office.

A. Voluntary Transfer Procedures

1. The Personnel Office shall maintain a file of names of librarians actively interested in transferring to any position in which they are interested. This transfer file shall be used in conjunction with the bid system and as an aid in contacting librarians on leave or vacation when a position they have requested becomes vacant. The file shall be cross-indexed by position and by librarians' names. It shall be the responsibility of the individual librarian to notify

the Personnel Department of any changes to be made in this file.

2. Announcements of all positions to be filled shall be made in the Personnel Notes within two weeks of the action creating the vacancies. Announcements shall include the following Civil Service classification required, work site, age level to be served, and special qualifications deemed necessary or desirable. Application shall be made in writing to the Personnel Office by the closing date of the ammouncement. Librarians in the transfer file need not reapply for an announced position unless they wish to add information to their original request.

3. The Library shall make a selection within four weeks of the closing date for applications. Selection shall be made by the Library Placement Committee, with the supervisor of the vacant position consulted in the selection process. The Placement Committee shall consist of the Chief Librarians, the Coordinators, and the Personnel Officer. Whenever possible, the selected librarian shall receive at least one week's notice of the date for reporting to the new assignment. After the appointee is notified, unsuccessful applicants shall be notifed as soon as possible and shall be informed that, if they wish to be apprised of the reasons why they were not selected for the position, they should contact a member of the Placement Committee.

B. Involuntary Transfer Procedures

In the event that the Library perceives the need to transfer a librarian who has not requested a transfer, or if no one applies for an advertised position, the Placement Committee shall make an appointment, with the supervisor of the vacant position consulted in the selection process. In making such an appointment, the Placement Committee will consult the librarian about the transfer at least one week prior to the transfer and explain the reasons for the new assignemtn. The transferee has the right to enter into his/her personnel file a statement that he/she considers this an involuntary transfer. Such statements shall be taken into consideration to minimize further involuntary transfers of that individual. Copies of these statements will also be maintained in the personnel transfer file.

C. Appeals

An unsuccessful applicant or a person transferred involuntarily has the right of appeal to the City Librarian. Written notice requesting a hearing of the appeal must be filed in the City Librarian's office within five working days of the notification of the Placement Committee Action. A hearing will be scheduled within 5 working days of receipt of the appeal. At the hearing the employee may be represented or accompanied by a person of his or her choice. The successful applicant shall be notified of the appeal and shall also have the right to appear before the City Librarian to argue his/her case. Library employees not otherwise involved in the appeal, but having special knowledge of the circumstances, may testify as to those circumstances. If the City Librarian is unable to reach a decision, seniority shall be used to break the tie. For this purpose seniority shall be defined as follows: Seniority is determined by the beginning date of employment as a professional librarian with the Library, whether temporary or permanent. The City Librarian will issue a written finding on the appeal within five working days of the hearing. A finding by the City Librarian may sustain, reverse or modify the original action of the Placement Committee. Any action by the Placement Committee

which is under appeal shall take effect only after the written finding is issued.

15. CONDUCT AND DISCIPLINE

The Library may establish reasonable rules and regulations concerning the conduct and discipline of the classes covered by this agreement. The Guild shall be given prior notice of the intent to establish such rules and regulations and shall be afforded an opportunity to meet and confer on the formulation and any future modification of these rules and regulations. The rules and regulations, once mutually agreed upon, shall be distributed to each employee and made readily accessible by the Library at every department and branch.

16. EMERGENCY PROCEDURES

The Library and the Librarians' Guild agree to meet and consult on emergency procedures for the main and branch libraries. A copy of the manual on emergency procedures shall be available at each work site.

17. REBUTTAL TO REPRIMAND

Upon receiving a written reprimand and within 30 days of its being placed in the employee's personnel file, an employee may submit a rebuttal to the reprimand and together they shall be included in both the employee's and the supervisor's file.

18. PROFESSIONAL DEVELOPMENT

The Library agrees:

1. To establish an orientation program for newly employed librarians.

2. To charge the Educational Opportunities Committee with the development of a policy for staff attendance at seminars, workshops and conference and reimbursement of the costs for such attendance. One member of the Committee shall be a representative of the Guild.

3. To publish annually a report of actual disbursement of funds for attendance at seminars, workshops and conferences; and,

4. To establish, in cooperation with the San Francisco Civil Service College, a supervisory training course which shall be made available on library time for staff members promoted to supervisory positions.

5. To establish a Staff Development Planning Committee to assist in the formulation of a Staff Development Program.

19. JOB SHARING

When appropriate, the library may implement job sharing.

20. SUBSTITUTES

Library agrees to recommend to Civil Service that a list of librarians meeting Civil Service Commission requirements be established and maintained for the purpose of replacing staff during vacation, sick leave,or other authorized absence.

21. WORK SCHEDULES LESS THAN 40 HOURS A WEEK

In conformity with the provisions of the MOU between the City and the SEIU Locals 66A, 250, 400 and 535, the Library may approve requests from librarians to work fewer than 40 hours a week. The Library's objective of public service must be maintained, and therefore approval of such requests are subject to budgetary limitations and will be granted only when the hours thus reduced are not lost to the Library and when the new assignments and schedules permit continued effective operation.

22. LEAVES OF ABSENCE

Consistent with the requirements of the operation of the Library, personal leaves of absence may be granted in conformity with the provisions of Civil Service Rule 22.03 provided that, when needed, substitute librarins can be obtained.

23. LIBRARY COMMISSION MEETINGS

The Guild has the right to request a place on the agenda of the Library Commission meeting whenever the Guild wishes to appear before the Commission.

The Library will meet with at least two (2) members of the Guild Executive Board prior to the regular Tuesday meeting of the Library Commission for a briefing on agenda items of a mutual concern.

The Library also recognizes the Guild's right to ask for a special order of business to take up an agend item out of sequence at any regular Library Commission meeting.

24. MINIMUM STAFFING

The Library has established minimum staffing of two staff members at each branch on each floor. A librarian should be on duty during all public service hours. In the event that the minimum staff is not available at the branches, the affected agency will not be open to the public and staff present will continue to work at their regular work station or will be reassigned.

The Main Library will open to the public provided there is a minimum of 36 staff members on duty. If the number falls below 35 there will be a proportionate reduction in the number of departments open to the public. Staff present will continue to work at their regular work station or will be reassigned.

The staff schedule for each Main Library department is available in each department. Copies of these schedules for Saturday will be available in the General Reference Department by noon on Friday. This list will include the name of the Acting Chief of Main. No staff member below Librarian III will be scheduled at Acting Chief of Main. Persons in

charge of each public service department will be responsible for reporting any absentees to the designated Chief of Main.

In the branches, when minimum staffing is not available, the staff member who reports to work will notify the cluster head. If the cluster head does not have sufficient staff available to meet the minimum staffing, the cluster head will notify the designated Chief of Branches who will determine if other staff can be reassigned.

25. PARTICIPATION ON LIBRARY COMMITTEES

The Library agrees that volunteers will be used on library committees to the maximum possible extent, and committee members will not be required to serve on the same committee for more than one year. However, certain job assignments are understood to include continued membership on specific committees.

26. PREPARATION TIME

The Library agrees to allow reasonable paid preparation time before programs in which the librarian is participating substantially; the actual amount of time shall be agreed upon by the librarian preparing the program and the supervisor.

The Library agrees that reading or writing which is assigned or required shall be done on paid time.

27. TIME OFF FOR VOTING

An employee in the bargaining unit seeking time off to vote, pursuant to State Election Code 14350, shall inform his or her supervisor of the need for the requested time off and the length of time required. The supervisor shall inform the Chief Librarian of all such requests. If the Chief Librarian determines that coordination of such requests is necessary, the Guild and the Library shall adopt a mutually agreeable leave schedule .

It is the intent of this provision that these requests shall be granted and that only reasonable time for voting shall be taken.

28. DELIVERY OF PAYCHECKS

The Secretary of the Library Commission shall be responsible for the delivery of paychecks to the work sites. If paychecks are ready for delivery by 9:00 a.m. all branches with staff on duty in the morning will receive paychecks by 1:00 p.m. and other branches will receive paychecks by 6:00 p.m. However, branches may make arrangements to pick up their paychecks at the cluster branch or other agreed upon location upon notification that the checks are available.

29. CIVIL SERVICE RULES/SALARY STANDARDIZATION ORDINANCE

The Library agrees to request from the Civil Service Commission or the Board of Supervisors sufficient current copies of the Civil Service Rules and the Salary Standardization Ordinance to place at the following work sites

Personnel Office, Science and Documents Department, History and Social Sciences Department, Business Branch, General Reference Department, and at each branch.

30. BULLETIN BOARDS AND OFFICIAL ANNOUNCEMENTS

Reasonable space may be allowed where there are existing bulletin boards, binders, clip boards, or folders usually used for bringing notices to staff's attention for use by the Guild. Materials shall be posted upon the bulletin board space as designated, and not upon walls, doors, windows or any other place. Posted material shall not be of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with employees. All posted material shall be dated, shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed as soon as possible when no longer timely. The City Librarian may withdraw the authority to use bulletin board space if material is posted on other than authorized bulletin boards, or is not in compliance with this section.

The Library's weekly newsletter shall be available for announcements of Guild meetings. Other Guild materials shall be submitted to the City Librarian for review. Unacceptable items will be returned to the Guild.

Distribution of Guild and/or CSA Local 400 literature and materials through intra-office (within the Library system) mail shall be permitted Such literature and materials shall not be of a partisan political nature, nor shall it pertain to public issues which do not involve the City or its relations with employees. All such material and literature shall be dated and shall bear the identity of the sponsor. The Library may withdraw the authority to distribute such literature and materials through intra-office mail if not in compliance with this section.

31. STAFF LOUNGES

The Library agrees that adequate staff lounges for the Main Library and the branches are desirable, and shall actively seek additional space and funds so that such lounges can be provided.

32. HEALTH AND SAFETY

The Library shall conform to California Occupational Health and Safety Administration standards of health and safety in accordance with City policy.

33. COST ITEMS CONSIDERATION

Guild proposals which are considered cost items shall not be negotiated during the regular period designated for negotiation of items for the MOU. They shall be presented to the Library by November 15 and shall be discussed in the context of the Library's preliminary budget at a meeting between the Library and the Guild prior to submission of the Library's budget proposal to the budget committee of the Library Commission.

34. MANDATORY PROVISIONS

In accordance with Section 16.215 of the Employer-Employee Relations Ordinance, the following language is included in this MOU:

1. Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

2. The recognized employee organization recognizes the City and County's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedure may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees

3. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with the applicable Charter provisions and rules and regulations of the Civil Service Commission.

4. For the duration of this Memorandum of Uncerstanding, the Union and its members agree not to engage in a strike, work stoppage or slowdown. In the absence of any Memorandum of Understanding, it is agreed that the Union's and its members' rights concerning concerted labor activity shall be governed by the pertinent laws of this State. The Library agrees during the term of this Memorandum of Understanding not to conduct a lock out against any of the employees covered by this MOU.

35. GRIEVANCE PROCEDURE

Library agrees to adopt the grievance procedure as approved by the Employee Relations Division (ERD) and the SEIU.

36. REPRODUCTION AND DISTRIBUTION OF THE MEMORANDUM

No later than thirty (30) days after adoption of this Memorandum the library shall publish the text of the Memorandum in the Library's weekly newsletter. There is not additional cost to the Library or the Guild for this printing and distribution as the Library's newsletter is published weekly by the Library on a routine basis.

37. SAVINGS CLAUSE

Should any part hereof of any provision herein be declared invalid by reason of conflicting with a Charter provision or existing ordinance, rules or policies which supercede the Library's authority or be declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Memorandum of Understanding shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the Memorandum of Understanding.

38. DURATION OF AGREEMENT

The provisions of this Memorandum of Understanding shall be in effect from July 1, 1978 through June 30, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 19th day of January, 1979.

For the Guild

Joan Jackson

Bonnie Jo Dopp

Florence Mitchell

Joan Dillon

Joe Sugg

Elizabeth Storey

Daniel Tatko

Sally Houston

John King

Valerie Stevens

Mary Landgraf

Vincent Courtney, Executive Secretary
CSA Local 400

For the Library

John C. Frantz, City Librarian

William Ramirez, Chief, Main Library

David Murphy, Personnel Officer

Reviewed by:

Milton H. Mares, Chief Labor Negociator, Employee Relations Division

Approved as to form:

By
George P. Agnost
City Attorney